Amendment to AZ A.G. Contract KR930515TRN

AZ ECS File: JPA 93-53

AZ TRACS: X930101X NM Contract No.: D05780

NM Vendor No.: 5199213

Project: Materials Testing and Inspection - Statewide

AMENDMENT #1

# AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE STATE OF NEW MEXICO

WHEREAS, it has become necessary to increase the funds under the above referenced contract due to an increased volume of work than originally anticipated;

NOW THEREFORE, the parties mutually agree to increase the dollar amount available on the above referenced agreement from not to exceed ten thousand dollars (\$10,000) to not to exceed twenty thousand dollars (\$20,000). All other terms and conditions of Intergovernmental Agreement, AZ A.G. Contract No. KR930515TRN, NM CN D05780, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates below specified.

STATE OF NEW MEXICO State Highway and Transportation Department

STATE OF ARIZONA Department of Transportation

LOUIS J. MEDRANO
Secretary

By: Keber / bekeling ROBERT P. MICKELSON

Ohief Deputy State Engineer

Date: 06/10/44

Date: 6/2/194

NO. 7590 #0/
FILED WITH SECRETARY OF STATE
Date Filed 07/07/94

Secretary of State

By Vicky Graenewald

#### AMENDMENT TO

AZ JPA 93-53 NM CN 05780

## APPROVAL OF THE OFFICE OF GENERAL COUNSEL

I have reviewed the proposed amendment to the above referenced interagency agreement, between the ARIZONA DEPARTMENT OF TRANSPORTATION and the NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT and declare this proposed amendment to this agreement to be in proper form and within the powers and authority granted to the Department.

DATED	this_	8th	day of June,	1994.
		:	By: Den P. Lital	for General Coursel



#### STATE OF ARIZONA

#### OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE: 542-5025 TELECOPIER: 542-4085

## INTERGOVERNMENTAL AGREEMENT DETERMINATION

A. G. Contract No. KR93-0515-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. \$11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 1st day of July, 1994.

GRANT WOODS

Attorney General

JAMES R. REDPATH

Assistant Attorney General

Transportation Section

JRR:lsr 8365G AZ A. G. Contract No. KR930515TRN

AZ ECS File: JPA 93-53

AZ TRACS: X930101X

NM Contract No.: D05780 NM Vendor No.: 5199213

Project: Materials Testing and

Inspection - Statewide

#### INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE STATE OF NEW MEXICO

#### I. RECITALS

- 1. Arizona is empowered by Arizona Revised Statutes Section 28-108 and 28-114 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of Arizona.
- 2. New Mexico is entering into this agreement under the authority of New Mexico Statutes Annotated 1978, 13-1-98 and 67-3-28, and has authorized the undersigned to execute this agreement on behalf of New Mexico.
- 3. New Mexico has requested Arizona to provide materials testing and inspection services for New Mexico, on a cost reimbursement basis, in a total amount not to exceed \$10,000.00, at locations within Arizona where Arizona routinely inspects and tests materials for it's own purposes. Such testing costs reimbursed by New Mexico shall be in accordance with "Materials Section Sample Analysis Rates" effective February 1, 1993, which is attached hereto as Exhibit A and made a part hereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 17590
FILED WITH SECRETARY OF STATE
Date Filed 05/26/93
12: chard Mahoney
Secretary of State
By Ving V. Graenewood

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#### II SCOPE

#### 1. Arizona will:

- a. With it's own employees and laboratories, provide only those services requested by New Mexico. Provide New Mexico with written testing and inspection reports no later than 90 days after performance of such services, or within a reasonable time as mutually agreed.
- b. Conduct such testing and inspection services in strict accordance with mutually agreeable predetermined instructions, as provided by New Mexico.
- c. No more often than monthly, invoice New Mexico for the reasonable direct actual cost of services performed, with no profit or fee, in a total amount not to exceed \$10,000.00, in accordance with the rates outlined on Exhibit A.

#### 2. New Mexico will:

- a. Provide Arizona with written individual requests for testing and inspection services in sufficient detail to ensure testing and inspection goals may be appropriately accomplished.
- b. Reimburse Arizona for services performed within thirty (30) days after receipt of monthly invoices, in a total amount not to exceed \$10,000.00.

#### III. MISCELLANEOUS PROVISIONS

- 1. This agreement shall remain in force and effect until 30 June 1995, unless sooner canceled by either party upon thirty (30) days written notice to the other party, or by other competent authority.
- 2. This agreement shall become effective only upon execution by the New Mexico State Highway and Transportation Department Secretary and filing with the Arizona Secretary of State as required by Arizona Revised Statutes 11-952.
- 3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of Arizona state employees.
- 4. The provisions required by Arizona Revised Statutes Section 35-214 pertaining to audit are applicable to this contract.

- In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by arbitration as is required by Arizona Revised Statutes Section 12-1518.
- 6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation Joint Project Administration 205 South 17 Avenue, Mail Drop 616E Phoenix, AZ 85007

New Mexico State Highway and Transportation Department Bridge Design Engineer Box 1149 87504-1149 Santa Fe, NM

- The parties hereto agree to abide by all applicable federal and state laws, rules and regulations relating to equal opportunity compliance.
- As required by Arizona Revised Statutes 11-952, attached hereto and incorporated herein is the written determination of respective legal counsel that the parties are authorized under the laws of their respective states to enter into this agreement and that the agreement is in proper form.
- 9. The undersigned signatories hereby warrant that they each are an official of the agency for which each has executed this contract, and that each has full and complete authority to enter into this contract on behalf of their respective States.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF NEW MEXICO

State Highway & Transportation Department

STATE OF ARIZONA

Department of Transportation

LOUIS J. MEDRANO

Secretary

ROBERT P. MICKELSON

Deputy State Engineer

Approved by DFA ON:----

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#### RESOLUTION

BE IT RESOLVED on this 26th day of March 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with State of New Mexico Highway and Transportation Department for the purpose of defining responsibilities for Arizona to provide materials testing services to New Mexico.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

mary C. Petus Friarry S. BONINE

## APPROVAL OF THE OFFICE OF GENERAL COUNSEL

I have reviewed the above referenced proposed interagency agreement, between the ARIZONA DEPARTMENT OF TRANSPORTATION and the NEW MEXICO DEPARTMENT OF TRANSPORTATION and declare this agreement to be in proper form and within the powers and authority granted to the Department.

DATED this 28th day of Course.

By Cleryc O'Conner.



#### STATE OF ARIZONA

#### OFFICE OF THE ATTORNEY GENERAL

**GRANT WOODS** ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE: 542-5025 TELECOPIER: 542-4085

#### INTERGOVERNMENTAL AGREEMENT DETERMINATION

A. G. Contract No. KR93-0515-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

day of May, 1993.

GRANT WOODS Attorney General

Assistant Attorney General Transportation Section

#### EXHIBIT "A"

### MATERIALS SECTION SAMPLE ANALYSIS RATES

Effective February 1, 1993 an hourly rate of \$41.00 will be used to charge for services performed within the Department. The following gives the direct labor hours and the rate for each test. All rates have been adjusted to the nearest \$0.50. The rates are applicable to all ADOT personnel using Materials Section testing. All other agencies or companies are charged these rates plus a 50% markup to cover other Department costs.

#### ASPHALT

	est rge #	Rate @ \$41.00	Test	Hours
Cha	rge #	\$41.00		e.
	201	15.50	Absolute Viscosity	0.378
	202	15.50	Anti-Stripping Agent in Asphalt Cement (Sand Method)	0.378
-	203	9.00	Asphalt Emulsion Particle Charge	0.214
	204		Cement Mixing Test	1.300
-	205		Demulsibility	1.246
	206	39.00	Distillate (Distillation of Liquid Asphalt)	0.954
	207		Ductility Test	1.077
	208	51.00	Flash Point	1.240
	209	31.50	Kinematic Viscosity	0.766
	210	20.00	Loss by Rolling Thin Film Oven	0.487
:	211		Microviscosity Test	2.003
;	212	40.00	Penetration Test	0.975
	213	13.50	Rapid Set Cationics - Uncoated Particles	0.325
:	214	42.00	Residue by Evaporation	1.028
, ,	215	48.00	Residue from Evaporation (AASHTO Method)	1.171
:	216	33.50	Residue from Vacuum Recovery	0.812
	217	37.50	Saybolt-Furol Viscosity	0.918
	218	40.00	Settlement	0.975
	219	33.50	Sieve Test	0.812
	220		Solubility	0.843
	221	26.50	Specific Gravity of Asphalt	0.650
	222	16.50	Spot Test	0.403
	223	44.50	Stripping Test - Accelerated Method	1.083
	224	13.50	Write-up	0.325
ŕ	22 <b>5</b>		Rotary Vacuum Recovery	1.000
1	226		Ash Correction	0.333
	227		Schweyer Viscosity	1.417
:	228	41.00	Float Test	1.000
:	229	68.50	Storage Stability of Emulsions	1.671
;	230		Elastic Recovery of Asphalts (Kentucky Snip Test)	1.500
:	231		Torsional Recovery	1.750
	232	31.00	Softening Point	0.750
:	233	29.50	Absolute Viscosity (Polymer Modified Asphalts)	0.717

#### BITUMINOUS MIXES

Test Charge #	Rate @ \$41.00	Test	Hours
201	44 50	Pitussa saurat hu Gaublet Rubusstian	1.017
301		Bitumen, percent by Soxhlet Extraction	1.105
302		Bitumen, percent by Vacuum Extraction Moisture Determination	1.062
303		Write-up	0.362
304			1.563
305		Asphalt Retention Factor (each sample)	0.536
306		Tensile Strength Ratio (each specimen)	0.216
307	9.00	Coarse Sieve of Extracted Aggregate	. 0.216
		CEMENT	
Test	Rate @		
Charge #	\$41.00	Test	Hours
401	33.00	Air Content	0.800
402	65.50	Compressive Strength (each set of three cubes)	1.592
403		Fineness - Specific Surface	0.347
404	36.00	Normal Consistency	0.880
405	49.00	Soundness - Autoclave Expansion	1.200
406		Time of Set	0.800
407	28.00	Write-up and Prepare	0.682
408	163.50	Mortar Strength-Compressive Strength (2" x 4" Cylinder)	3.988
409 🔸	14.50	Organic Impurities (Colorimetric)	0.350
410	129.00	Soundness - Sodium Sulfate Method	3.150
411	31.00	Specific Gravity	0.750
412	31.00	Fineness - 325 Sieve	0.750
e e			× 13°
		ASPHALTIC CONCRETE MIX DESIGNS	
\ Test	Rate @		
Charge #	\$41.00	Test	Hours
501	61.50	Crush Sample	1.500
502	28.50		0.690
503	19.00		0.458
504	17.50	Hveem Compaction	0.421
505	12.00	Stability (Hveem)	0.294

# ASPHALTIC CONCRETE MIX DESIGNS (Continued)

Test Charge #	Rate @ \$41.00	Test	Hours
506	4 - 00	Cohesion	0.100
507		Bulk Density (each specimen)	0.145
508		Voids Analysis	0.101
509		Maximum Density - Rice Method	1.685
510		CKE Values (coarse or fine)	0.814 *
511		IMC (compacting & breaking each specimen)	0.500
512		Write-up	0.431
513	184.50	Slurry Seal Design	4.500
514	16.50	Modulus of Resilience	0.400
515	12.00	Marshall Compaction (each specimen)	0.291
516	1.00	Marshall Stability & Flow (each specimen)	0.021
517	10.50	Sawing Core	0.250
518		A.C.F.C. Design	6.383

#### CHEMISTRY

Test Charge	Rate @ # \$41.00	Test	Hours
601 602	13.50	Air Entraining Agents Total Solids Vinsol Resin	0.325 0.487
603		I.R. Scan	1.246
		Bituminous Coated Galvanized Shapes	
604	44.00	Adherence of Coating	1.068
605	87.50	Heat Stability	2.137
606	44.00	Moisture Resistance	1.068
		Cement and Fly Ash	
607	53.50	Total Alkali (Na <sub>2</sub> 0 + K <sub>2</sub> 0)	1.300
, 608	80.00	Quantitative Cl Test	1.950
609	346.50	Complete Analysis (K, Na, Al, Fe, Ca, Mg, Si, SO3, Insoluble Residue, Loss on Ignition)	8.450
610 611	1126.00 40.00	Concrete (Chemical Analysis) Cement Content of Hardened Portland Cement Concrete Chloride Content of Hardened Concrete	27.462 0.975

# CHEMISTRY (Continued)

Test	Rate @	mt	•••
Charge #	\$41.00	Test	Hours
		Curing Compounds	
612	44.50	Percent Non-Volatiles	1.082
613	73.00	Pigment - percent	1.781
614	49.00	Total Solids	1.196
615	51.50	Reflectivity	1.262
616A	51.00	I.R. Scan	1.246
- <del></del>			•
		Gypsum	
617A	40.00	Loss on Ignition	0.975
618A	106.50	A.A. Analysis of Ca, Mg	2.600
619A	80.00	SO <sub>4</sub> - Gravimetric Analysis	1.950
		Lime and Quicklime	
620A	106.50	A.A. Analysis of Ca, Mg	2.600
621A	40.00	Loss on Ignition	0.975
622A	13.50	Sieve Test	0.325
		Paint	
623A	6.50	Wt./gal.	0.162
624A	51.00	IR Scan	1.246
625A	13.50	Viscosity	0.325
626A	20.00	Set to Touch	0.487
627A	13.50	Dry Hard	0.325
628A	6.50	No Pickup Time	0.162
629A ,	53.50	Total Solids (by weight)	1.300
630A	44.50	Total Solids (by volume)	1.083
631A	13.50	Hot Water Resistance	0.325
632A	13.50	Cold Water Resistance	0.325
633	53.50	Retained on a 325 Mesh Scr <del>ae</del> n	1.300
634	82.00	Chemical Analysis of Pigment	1.998
635A	73.00	Pigment - percent	1.781
636A	20.50	Dry Opacity	0.500
637A	20.50	Yellowness Index	0.500
638A	20.50	Reflectance	0.500
1		Water Reducing Agents	
639A	40.00	Quantitative Cl Test	0.975
640A	51.00	IR Scan	1.246
641A	13.50	Total Solids	0.325

# CHEMISTRY (Continued)

		<del></del>	
Test	Rate @ \$41.00	Test	Hours
Charge #	\$41.00		
		Prismatic Reflector	
642A	31.00	Vacuum Test	0.758
643A	26.50	Specific Brightness	0.650
		Water	0 201
644A	15.50	Total Dissolved Solids	0.381
645A	13.50	рн	0.325
646A	40.00	Quantitative Cl Test	0.975
a.		A.A. Analysis for:	2.600
647A	106.50	c1	2.600
648A	106.50	$\mathfrak{so}_4$	1.950
649A	80.00	Ca	1.950
650A	80.00	Мд	1.950
651A	80.00	Na	1.950
652A	80.00	K	1.950
653A	80.00	Fe	21500
654A	80.00	Percent Carbonates in Aggregate	1.950
655A	37 50	Bridge Pad (Durometer Hardness, Number of Plies, etc.)	0.918
656A	29.00	Cellular Bridge Deck Seal (Compression Set and	0.713
		Cold Flex)	0.712
657A	29.00	Expansion Joint Filler (Compression & Recovery)	0.713 1.246
658A	51.00	IR Scan - Spectrum Analysis	0.598
659A 🛧	24.50	Roofing Paper - Plies & Weight 1 Roll	1.950
660A	80.00	Sulfer (Soil Conditioner) - Solubility in CS <sub>2</sub>	3.900
661A	160.00	Porcelain Sign Panels - Boiling Citric Acid Test	0.216
662A	9.00	Sign Panel - Paint Thickness & Color	0.758
663A	31.00	Reflective Sheeting-Trichromatic Coefficients	0.557
664A		Water Stop - Durometer Hardness, etc.	0.365
665A	15.00	Write-up	0.297
666A	12.00	PVC Electrical Conduit - Resistance to Crushing	1.750
667A	72.00	Volatile Organic Compounds	0.975
668A	40.00	Asphaltenes in Petroleum Resin	4.496
1 669A	184.50	Chemical Separation of Asphalts (Rostler Analysis)	4.496
670A	184.50	Saturates	0.250
671A	10.50	Dimensional Test and Write-up	1.500
672	61.50	Chloride in Soils (Potentiometric)	1.500
673	61.50	Sulfate in Soils (Turbidimetric)	

## SOILS AND AGGREGATE

Test Charge #	Rate @ \$41.00	Test	Hours
Charge #	Q-4-1-00		
701	41.00	Abrasion Test	1.001
702	192.50	Cement Treated Base Design (charge for each change of	4.697
702	152.00	percent cement and/or change of aggregate)	
703	10.50	Coarse Sieve Test	0.259
704	10.50	Composite Grading or Average Grading	0.251
705	43.00	Crush Sample (set up and run through crusher)	1.050
705	57.50	Expansive Pressure of Soil	1.400
707	28.50	Fine Sieve/Elutriation Test	0.700
707	48.50	Fractured Aggregate Particles Determination	1.180
709	157.50	Maximum Density (Proctor)	3.846
710	115.00	Permeability Test for Soil	2.800
711		Plasticity Index Test	0.555
712		Pulverize Soil Sample	0.350
713		"R" Value Test	7.077
714		Resistivity and pH	1.385
715		Sand Equivalent Test	0.350
716	38 50	Shear Strength of Soil (Direct Shear)	0.933
717	308.50	Soil Consolidation Test	7.525
718		Soil Hydrometer Analysis	0.758
719	14 50	Soil - Moisture Content	0.350
720		Soil - Swell Percent	1.341
721		pH & Soluble Salts in Soil	0.350
722		Washed P.I. Test	0.969
723		Write-up	0.298
724		Flakiness Index Test	0.700
725	23.50	Coarse Specific Gravity and Absorption	0.575
726	88.50	Fine Specific Gravity and Absorption	2.156
727	41.00	Unconfined Compression	1.000
728		Triaxial Shear	1.500
728 729		Dry Unit Weight	0.500
, 2		221 3	: 13

#### STRUCTURAL MATERIALS

Test Charge #	Rate @ \$41.00	Test	Hours
		Concrete Blocks, Bricks, Sewer Bricks,	•
	1	fanhole Bricks	1.050
801	43.00	Absorption Test	1.400
802	57.50	Measure, Cap and Break	1.400

# STRUCTURAL MATERIALS (Continued)

Test	Rate @		
Charge #	\$41.00	Test	Hours
		Garanta and Gamania Dimo	
000	01 50	Concrete and Ceramic Pipe	0.525
803	21.50	Absorption Test	1.385
804	57.00	Inspect, Compress, Stamp	1.365
		Concrete Cores	
805	14.00	Saw, Cap and Break	0.344
806	28.50	Measure Only	0.700
		Bolts & Washers	
807	14.50	Compressive Washers	0.350
808	10.50	~	0.250
809	20.50		0.500
810	11.00		0.274
		Grout Testing	
811	27.50		0.667
812	20.50	Bond Strength (Slant Shear)	0.500
813	14.50	Concrete Cylinders (Dry, Cap, Break)	0.350
814		Pre-Stress Concrete Cable Strand	0.641
815	28.50	Reinforcing Steel	0.700
816	21.00	Reinforcing Wire Mesh (Cut, Measure, Break)	0.516
817	21.00	Strain Cable for Wire Fencing	0.516
818	43.00	Swiss Hammer Impact Test on Concrete	1.050
819 *		Write-up	0.350
820	187.50	Concrete Mix Design (Weigh, Mix, Fabricate, Calculate)	4.575
821	43.00	PVC Water Pipe (Measure, Cap, Break, Compress)	1.050
822		Time of Set - Concrete Admixture	11.200
823	229.50	Epoxy Testing (complete)	5.600
824		Tensile Test for Filter Fabric	0.516.
825	18.50	Barbed Wire - Spelter, Gauge and Barb Spacing	0.453
826	18.50	Chain Link Fence Fabric - Spelter and Gauge	0.453
827	18.50	Spelter on Galvanized Articles	0.453
828		Curing Compound - Water Loss Kg/m <sup>2</sup>	1.841
829	7.00	Fence Post (wt./ft.)	0.167
830		Glass Beads	4.225
831	125.00	Pourable Joint Seal (Pot-Life, Non Volatiles,	3.049
		and Penetration)	